CARNOY &
BRAECKEVELDT
avocats de l'immobilier

Our general conditions

1. Introduction

The following shall form the contractual framework governing our relationships with our clients.

They shall exclude all other conditions, in particular clients' purchasing conditions.

This is why we ask our clients to read this text carefully and to refer to it throughout our relations.

These conditions may be adapted and evolve; we ask our clients to consult them regularly.

2. Notice to our clients who use our services outside their professional activities

The pages you will read here inform you of the terms of our legal and judicial services contract.

We do not practice the conclusion of distance or off-premises contracts. We ask the client to visit us and the contract shall only be operational at that time, even if contact is made by electronic communication or by telephone.

Therefore, the client does not have the right of withdrawal. However, no compensation shall be claimed from the client if they decide not to continue with the task they have entrusted to us, except in the case of a subscription.

Our consumer clients (not acting for professional purposes) should know that the Code of Economic Law (Book XIV) regulates the conditions of our professional relationship with them.

Article XIV-18, § 2, provides that the contract shall be interpreted in particular on the basis of professional practices directly related to the contract, that is to say our ethics.

Law firms are prohibited by law from entering into contracts or arrangements containing unfair terms with its non-professional clients.

But the contract shall remain binding on the parties if it can survive without the unfair terms.

An unfair term is a condition which has not been individually negotiated and which creates a significant imbalance between the rights and obligations of the parties, to the client's detriment.

For this reason, at the start of our contractual relationship, we ask our retail clients individually to approve our terms, and expressly to agree them with us.

It should also be noted that the unfairness of a contractual clause shall not relate either to the definition of the main object of the contract, or to the adequacy between the price and the services to be provided, provided of course that the contract is drafted in a clear and understandable manner.

Indeed, the law requires us to set our conditions of service in a clear and understandable manner. In case of doubt, the interpretation most favourable to the client shall prevail.

The following clauses shall be deemed unfair:

- that which inappropriately limits the legal rights of the client if the lawyer does not perform the service,
- that which allows the lawyer to withhold sums paid by the client when the latter renounces the service if the reciprocal does not exist,
- that which imposes on the client who does not fulfil their obligations a disproportionately high amount of compensation,
- that which authorises the lawyer to terminate the contract in a discretionary manner if the reciprocal does not exist in favour of the client.
- that which authorises the lawyer to terminate a relationship of indefinite duration with the client without reasonable notice,
- that which establishes in an irrefutable manner the adhesion of the client to clauses of which they did not, indeed, can consider before the conclusion of the contract,
- that which authorises the lawyer unilaterally to amend the terms of the contract without a valid reason specified in the contract,

- that which allows an increase in the fee tariff without allowing the client to waive the service,
- that which restricts the lawyer's obligation to respect the commitments made by their agents,
- that which would require the client to make payments without forcing the lawyer to provide their services,
- that which authorises the lawyer to assign their task to a third party when this can reduce the guarantees of the client,
- and lastly, that which requires the client to resort exclusively to an arbitration court not covered by legal provisions, by worsening the system of proof to the detriment of the client.

3. Discipline

The Brussels Bar is made up of two orders: the French Order of the Brussels Bar (FGOB) (www.barreaudebruxelles.be) and the Nederlandse Orde van advocaten te Brussel (www.baliebrussel.be).

The firm is subject to the discipline of the French Order of the Brussels Bar. In addition, it is subject to the regulations and recommendations of the Order of French-speaking and German-speaking Bars (www.avocat.be).

In accordance with the regulation of 4 November 2003 of the French Order of the Brussels Bar, we inform our clients that an ombudsman has been set up with this order.

Its mission is to receive, examine and process all complaints from litigants following decisions taken by the President of the Bar or by the Order within the context of disputes between them and their lawyer.

The ombudsman shall perform his or her duties independently and shall be bound by professional secrecy.

Address: Ombudsman of the Bar Association of the Brussels Bar, Palais de Justice, 1000 Brussels.

4. Fees

The FGOB regulations of 27 November 2004, following the recommendations of 12 January and 2 February 2004, specify the information to be provided by the lawyer to their clients in terms of fees, costs and disbursements (Article 5.20 of the Code of Ethics).

Except with the agreement of our clients, we shall not change the method of calculating fees, costs and disbursements during the processing of the file. On the other hand, it is possible that the hourly rates are adapted and come into effect immediately.

We invite our clients to consult our site regularly for our tariffs.

-> Orientation Consultation:

We are able, by videoconference or in our offices, to give a so-called orientation consultation at a flat rate of € 100 including VAT (€ 82.65 excluding VAT). The purpose of this consultation shall be to provide the client with an overview of the legal aspects of their case and to explain to them what should be done. We shall try on this occasion to give the client an estimate of the costs to be expected for the conduct of their case.

If the examination of documents provided by the client or legal research is necessary before the consultation, the flat rate shall then be € 150 including VAT (€ 123.97 excluding VAT).

We draw your attention to the fact that, if the consultation exceeds 45 minutes or if the client wishes to entrust us with their case and asks us to deepen the questions they submit to us, the hourly rate shall apply.

The firm's fees are established on the basis of an hourly rate which may vary according to the urgency of the case and the client's profile. If the file must be processed urgently (within three working days), the rate shall be increased by 25%.

The hourly rates charged by the firm shall be as follows (amounts excluding VAT):

Client Profile:	
Individuals, VSEs and SMEs	
Senior partner	€ 185 / h
Partner	€ 175 / h
Staff member	€ 165 / h
Authorities	
Partner	€ 100 / h
Staff member	€ 100 / h

Large companies	
Partner	€ 195 / h
Staff member	€ 175 / h

The rate shall be the same for senior and junior lawyers. This shall be an average rate applicable to all our lawyers. The reason is that the work of a junior is suggested, proofread and adapted by a senior without the totality of this work causing an additional cost. In addition, the working hours due to training or learning on a case shall not be billed.

The firm grants preferential rates according to the length of the relationship and the business contribution guaranteed by the client.

We invite our clients to consult with us on this matter.

The fee rate shall not be changed during the assignment without the client's agreement, but it may be subject to indexation.

The firm reserves the right to use staff members in the performance of tasks.

Depending on the result obtained, we may claim a *success fee* in addition to the fees determined by application of the hourly rate, this provision constituting the agreement provided for in Article 5.22, §4, al. 3 of the Code of Ethics.

The success fee shall be determined according to the following criteria: the complexity of the question submitted, the importance of the case, the nature of the duties to be performed, the chances of recovering the amounts requested and essentially the result obtained.

The *success fee* shall be acquired after the exhaustion of ordinary remedies. In the event of an appeal, the result shall be considered to have been achieved and the fees shall remain due. The task shall continue tacitly, on the same bases.

The other methods of remuneration practiced are as follows:

- subscription agreement with fixed fees, or decreasing according to the volume of business,
- agreement for the provision of one of our lawyers within the company,
- flat rate per determined transaction,
- flat rate by application of a percentage per tranche for recoveries of uncontested debts.

Our clients are invited to negotiate with us regarding the method of remuneration best suited to the task and the relationships to be defined between us.

Our clients who want a quote are also invited to discuss with us on the definition of the services envisaged and the foreseeable duration of the task. Otherwise, the hourly rate shall be applied.

5. Procedural indemnity

In legal proceedings, the unsuccessful party must pay the other party procedural compensation, in accordance with Article 1022 of the Judicial Code. This compensation shall represent a legal and lump-sum contribution to the legal costs of the party who or which wins the case.

The amount of the procedural indemnity shall be determined according to a scale set by the Royal Decree of 26 October 2007. The amount shall change according to the stakes of the litigation which can be assessed in monetary terms.

Each bracket of the scale shall include a basic amount, generally applied, a minimum and a maximum. The judge shall set the indemnity as a minimum or as a maximum depending on contingencies specific to the case such as its complexity, the financial capacity of the unsuccessful party, the existence of contractual indemnities and the manifestly unreasonable nature of the situation.

When the stake of the dispute cannot be evaluated in monetary terms, court costs shall vary between € 1,440 and € 12,000 (indexed as at 1 June 2016).

Since 1 March 2014, the Council of State can also grant procedural compensation to the party who succeeds in the administrative dispute (Royal Decree of 29 March 2014). The basic amount of this compensation shall be € 700. The minimum shall be € 140 and the maximum € 1,400. If the dispute relates to a public contract, the maximum amount may be doubled.

The Council of State shall determine the compensation according to the financial capacity of the unsuccessful party, the complexity of the case or the manifestly unreasonable nature of the situation.

The compensation shall be increased by 20% when the action for annulment is accompanied by a request for suspension or provisional measures and when the request for suspension or provisional measure is

introduced under the benefit of extreme urgency and is accompanied by an action for annulment.

We draw the attention of our clients to the fact that the legal flat rate for procedural compensation shall not generally cover the actual cost of the fees.

6. The repeatability of technical consultancy fees

It results from a judgment of the Court of Cassation of 2 September 2004 that the costs of technical advice can constitute an element of the reparable damage in the event of contractual responsibility, insofar as they are necessary to allow the litigant to obtain compensation for their loss or damage. This shall also be valid in extra-contractual matters.

The recommendation of 26 October 2004 from the Brussels Bar Association recommends that lawyers notify their clients of this case law.

However, the cost of technical advice must be advanced by the client. The same shall apply to the costs of the expert appointed by the court at the request of the client.

7. Costs and disbursements

The costs incurred in the case shall be as follows:

- file opening costs covering the stationery costs of the file, conservation, storage, archiving and destruction,
- typing, postage, private mail, registered mail and electronic subscription costs for email,
- copy and fax costs, plan duplication and cloud archiving,
- travel costs by car in the Brussels-Capital Region (outside Brussels, the costs are € 0.40 / km),
- telephone, Internet search and database subscription costs.

These costs shall be included in our fees if the client has agreed to essentially electronic communication. Otherwise, these costs shall be charged as a percentage of the fees, i.e. 5%, plus VAT.

Disbursements shall be re-invoiced at cost price, namely travel by train or plane, bailiff fees, expert fees, the cost of external collaborators, registry fees, translation costs, and so on.

The attention of our clients is drawn to the fact that, since the Laws of 28 April and 11 June 2015, the role fees shall be proportional to the size of the

request, which has caused a significant increase in the cost of bringing a case to court, or an appeal. The Constitutional Court repealed the Law of 28 April 2015, but maintaining its effects (Judgment No. 13/2017 of 9 February 2017). The legislator must modify this regime by 31 August 2017 at the latest.

In the meantime, our clients should be aware that role fees are high and need to be provisioned to bring an action or appeal. We reserve the right to suspend these proceedings as long as these fees are not provisioned.

8. Intervention of third parties

A regulation of 7 January 1971 of the National Order of Advocates of Belgium provides that the lawyer shall be financially responsible towards the third parties they select (correspondent, bailiff, expert, and so on) for the duties that they have to them, unless they have warned them in advance and in writing that these costs should be claimed directly from the client.

A Judgment of the Court of Cassation of 25 March 2004 imposes the same obligation on lawyers with regard to bailiffs.

This is why, in our relationship with our clients, it must be understood that the firm can contract with third parties whenever the task requires it, and that the clients shall contribute to the resulting costs, to our good and entire discharge and at first request.

As a rule, these shall be costs relating to the intervention of the following providers:

- corresponding lawyers in other districts or abroad,
- translators, technical advisers and experts,
- judicial officers,
- external collaborators,
- notaries, accountants and company auditors in their usual tasks.

It is agreed that the firm shall seek the prior authorisation of the client when possible, except in an emergency or when the intervention of a third party is customary.

The firm shall justify the use of the third party concerned and undertakes to use only quality service providers.

A cost estimate shall be given on first request, for information purposes only.

When the client is notified of the use of a third-party service provider and that this third party shall directly claim the costs of their intervention, it is also agreed that the client shall immediately settle such costs.

Otherwise, the firm may suspend its intervention, apart from emergency measures.

9. Invoicing

Each service performed shall be recorded in the client's electronic file, per unit of minutes or per package or according to the scale of fees, costs and disbursements.

The record shall be accompanied by an indication of the date, the service provider and a description of the service.

The statement of services shall be attached to the invoice and shall allow the client to understand and control the cost of our intervention in their favour.

The statement of services may be viewed online by the client on the site www.MyPrest.com. The client shall receive an identifier and a password which gives them online access, in real time, and at any time, to the statement of services.

This statement constitutes effective proof in tax and accounting matters. It shall prevail between the parties.

Finally, the chronological record of services shall allow the client to follow the progress of their case and to understand the work of their lawyer.

Due to the detailed, precise and transparent nature of the description of the invoiced operations, and its immediate online access, we ask our clients to submit any protests or requests for explanation within a reasonable period of time, i.e. *seven days* from the date of receipt of the invoice.

After this period, the client's' complaint shall no longer be admissible, and the invoice shall be definitively due.

In principle, the frequency of invoicing shall be monthly, if the amounts recorded are sufficient. The objective shall be to allow the client to spread their legal costs over the actual duration of the assignment.

It is also a question of allowing the client at any time to measure the consistency of their expenses with their objectives and with the issues of the case, at their discretion.

10. Provisions

With the agreement of the client or at their request, a provision on costs and fees may be requested.

As a rule, the provision shall be determined in consideration of a forecast of one month of service.

11. VAT

Since 1 January 2014, the services of Belgian lawyers have been considered as services in the field of VAT, and not exempt (Article 44, § 1, 1 ° of the VAT Code).

The VAT rate is 21%. The tax shall be recoverable by taxable persons who allocate our services to an activity subject to the tax (Article 45, § 1).

For the attention of our clients' accountants, we specify the following:

Services for which the place of taxation is Belgium (Articles 21 and 21 *bis* of the VAT Code) are subject to Belgian VAT, that is to say:

- B2B or B2C services provided to clients established in Belgium,
- B2C services provided to clients established outside Belgium, but in the EU

Services for which the place of taxation is located outside Belgium (Articles 21 and 21 *bis* CTVA) shall not be subject to Belgian VAT, that is to say:

- B2B or B2C services provided to clients established outside the EU,
- B2B services provided to taxable clients established outside Belgium but in the EU,
- services provided for the benefit of a permanent establishment located outside Belgium of a client established in Belgium.

For lawyers who practice real estate law, there is an exception to the general rules applicable to the services of lawyers.

This is the specific location rule for services directly linked to a building, whether the services are provided to a taxable client or not (Articles 21, § 3, 1 °, and 21 *bis* , § 2, 1 °, of the VAT Code).

According to the aforementioned provisions, when the lawyer intervenes in the drafting of an agreement which exclusively relates to the transfer of real property or the constitution, assignment or retrocession of a real right relating to real property, the lawyer's service shall be deemed to be provided at the place where the real property is located.

The services in question are services which have a sufficiently direct link with immovable property (VAT Manual, No. 69, p. 130).

Council Implementing Regulation (EU) No 1042/2013 of 7 October 2013 amending Implementing Regulation (EU) No 282/2011 as regards the place of provision of services shall apply from 1 January 2017. Here is what it defines in terms of legal services:

"1. Services relating to real property, within the meaning of Article 47 of Directive 2006/112 / EC, shall only include services with a sufficiently direct link with the property concerned. The services shall be considered to have a sufficiently direct link with real property in the following cases:

1. a) when they are derived from real property, and such real property is a constituent element of the service, and it is central and essential for the services provided.

1. b) when they are supplied or intended for real property and their purpose is to modify the legal status or the physical characteristics of such property.

1. Paragraph 1 covers in particular:

(...)

1. q) legal services relating to the transfer of a title to real property, to the granting or transfer of certain rights over real property or real property rights (whether or not they are assimilated to tangible property), such as notarial acts, or to the establishment of a contract for the sale or purchase of real property, even if the main transaction resulting in the modification of the legal status of said property is not completed.

1. Paragraph 1 does not cover:

(...)

1. (h) legal services relating to contracts, other than those referred to in paragraph 2 (q), including advice given on the terms of a contract for the transfer of real property, or the execution of such contract, or aimed at proving the existence

of such a contract, when these services are not specific to the transfer of title to property."

Also, when the service is linked to a building located in Belgium, it is then located at the location of the building and Belgian VAT shall be due, even if the B2B or B2C services are provided to clients established outside the Kingdom (Point 52 of AGFisc Administrative Circular No. 47/2013, AND 124.411, of 20 November 2013).

If the building is located outside the EU, there is in principle no VAT obligation for a lawyer established in Belgium (FAQ lawyer.be, p. 6).

If the building is located in another Member State, and the client is also established in the same Member State as the building, it must be checked whether the VAT legislation of that Member State provides for the application of the co-contractor rule for services linked to a building. This rule only applies automatically for services between taxable persons located on the basis of the general rule in the country of establishment of the lessee, which is not the case for activities linked to a building.

If the VAT legislation of the Member State where the property is located does not provide for the application of the co-contractor rule in this case, the lawyer must register in this Member State in order to be able to apply the local VAT on their bill.

In any case, if the client, the lawyer and the building are located in three different Member States, the lawyer shall have no other possibility than to identify himself in the Member State in which the building is located.

12. Method of payment

Our invoices shall be payable by transfer to our bank account No. BE41 7360 3367 3010 lodged with the KBC Brussels bank located at 525 Avenue Louise, 1050 Brussels.

We ask our clients not to make cash payments.

Our clients are advised that lawyers must comply with certain obligations in connection with the payment of fees (Regulation of 11 June 2001).

We cannot accept a service or goods from the client in payment of our invoices.

It is forbidden for a lawyer to accept in payment any shares or options on shares of companies of which they are an adviser.

We cannot participate in an exchange system organised between different providers of goods and services (bartering).

13. Payment terms

With regard to our professional clients, our payment terms comply with the Law of 2 August 2002 on the fight against late payment in commercial transactions.

This law transposes the European Directive 2000/35 / CE, so that its principles are common to the European States.

When the invoice relates to a number of services or those spread over time, the duty of care requires the lawyer to leave sufficient time for their client to be aware of this (Article 2 of the Regulation of 11 June 2001).

This is why, in accordance with the Law of 2 August 2002 and unless otherwise agreed, any payment must be made within thirty days from the day following receipt of our invoices.

The invoice shall bear interest, as of the following day, automatically and without prior notice, at the rate set in accordance with Article 5 of the Law of 2 August 2002 (In 2023, the legal interest rate applicable in the event of late payment in commercial transactions amounts to 5.25% but it changes every six months) .

In addition, without prejudice to the reimbursement of legal costs in accordance with Article 1017 of the Judicial Code, we shall seek reasonable compensation for all relevant collection costs incurred as a result of late payment.

In accordance with the case law in force in Brussels, this compensation shall correspond to 10% of the amount to be recovered, without being less than € 50 or more than € 1,000.

These limits are requested in consideration of the fact that the management of a recovery generates fixed costs and requires proceedings which do not vary appreciably according to the size of the disputed amount.

To determine this compensation, we exclude the procedural compensation, and we justify the recovery costs in compliance with the principles of transparency and proportionality with our debt.

For public authorities, if the general rules of execution in the matter of public contracts are not applicable, the interest shall also be fixed in accordance with Article 5, paragraph 2, of the Law of 2 August 2002 concerning the fight against late payment in commercial transactions.

Otherwise, interest shall be due in accordance with Article 69 of the Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts and public works concessions.

Regarding clients who use our services outside their professional activities, we ask for the application of the rules in use in civil matters.

This shall be the default interest at the legal rate according to Article 1907 of the Civil Code, from the date of the summons to pay (Article 1053 of the Civil Code). For the year 2020, the legal interest rate shall be 1.75%.

The same provision shall apply to amounts owed by the firm to the client, except for amounts credited to the CARPA account.

The first reminder shall constitute a summons to pay.

Failure to pay shall also generate the following consequences without warning or delay:

- services, even urgent ones, shall be suspended,
- any other amount due shall become due,
- and the guarantee attached to our services shall be suspended.

14. Disputes over fees and expenses

The Regulation of 28 October 2003 and the Regulation of the OBFG of 13 February 2006 require lawyers to provide clients with information on disputes over fees.

The Council of the French Order of Lawyers of the Brussels Bar provides for a conciliation or prior opinion procedure.

Our clients are informed of the possibility of resorting to a conciliation or prior opinion procedure in the event of a dispute over fees and costs. This procedure shall be mandatory for lawyers if requested by the client.

The opinion of the Bar Council shall be limited to examining the compliance of fees with the criteria of fair moderation referred to in Article 459 of the Judicial Code.

To this end, the Bar Council shall have regard, in particular, to the financial and moral importance of the case, to the nature and extent of the work accomplished, to the result obtained, to the notoriety of the lawyer and to the financial capacity of the client.

The Bar Council shall rule neither on disputes relating to the possible questioning of the lawyer's liability nor on difficulties with regard to proof.

In the absence of an agreement, our clients are informed that there are procedures for settling disputes (mediation, arbitration, legal proceedings).

In the event of legal proceedings, the court shall normally seek the opinion of the Bar Council, and the dispute shall be heard in the presence of both sides.

As indicated above, the competence of the advice of the Bar Council given to the court shall be limited to the assessment of the respect, by the lawyer, of the legal criterion of fair moderation.

Article 5.34 of the Code of Ethics for lawyers confirms this principle. According to this provision, the Bar Council "*does not rule on disputes relating to the possible questioning of the lawyer's liability or on evidentiary difficulties*"".

Therefore, outside the competence of the Bar Council shall be complaints raised by the client on the validity of a fee agreement or on the existence, alleged or supposed, of previous payments and on the assessment of the complaints on the lawyer's work or the result of that work.

"*"The Bar Council fulfils a function of general interest and determines whether the fees are set with fair moderation, so that it does not take into account (...) any agreements or conventions between the lawyer and its client, (...) Without prejudice to the right for the party to have recourse to justice or to an arbitrator*" (Cass., 24 mas 2016, *JLMB*., 2016/22 p. 2043; Civ., Liège, 23 January 2014, *JLMB*. , 2015/31, p. 1451; opinion on fees 122670, 20 June 2017).

Equally, the Bar Council shall be competent to rule on the ancillaries of the debt raised by a lawyer, and in particular interest and recovery costs.

15. Guarantee

The firm undertakes to use its best efforts to perform the task entrusted to it by its client with diligence and according to the standards of the profession.

We undertake to give the client, at their request, an objective opinion independent of any consideration other than the client's interest, on the probabilities of success, the arguments, the costs, the disadvantages and the duration of the task.

The firm shall assume the contractual liability of its lawyers and staff members. Regarding the third parties it uses, it shall assume the

responsibility related to the choice of the service provider but it shall not assume the proper performance of the service.

In general and with the exception of procedural delays, the obligations in question shall be considered to be obligations of means. However, when the task concerns an act to be performed urgently given the timeframe, our obligation shall remain one of means.

The firm shall be released from any liability when the client fails to fulfil one of its obligations towards it, or in the event of force majeure.

By force majeure, we mean any unknown or unforeseeable event which makes the firm's task significantly more difficult. In this case, the assignment shall be suspended and the parties undertake to redefine the terms of the assignment, failing which the contract shall be terminated.

16. Liability

The professional civil liability of our lawyers is covered by insurance taken out by the French-speaking and German-speaking Bar Association of Belgium.

This policy is numbered 45.118.401. It is concluded with the Ethias mutual insurance association, approved under number 165, having its registered office at 24 Rue des Croisiers, 4000 Liège.

According to Article 150 of the Law of 4 April 2014, the insurance shall give rise in favour of the injured party to a specific right against the insurer and a privilege against the creditors of the responsible insured.

This means that the indemnity owed by the insurer shall be acquired by the injured third party, to the exclusion of the other creditors of the insured lawyer.

The lawyer must within thirty days declare any event calling their liability into question, or likely to give rise to such question.

Since 1 January 2019, the professional civil liability insurance cover for lawyers has been increased to € 2,500,000.00 per claim. The excess is € 2,500.00 per claim, it being understood that the insurer shall compensate the injured party without deduction of this excess and then recover it at the expense of the insured.

When the necessities of the case so require, we invite our clients to agree with us on a possible additional coverage of our liability, the costs of which shall then be borne by the client.

As authorised by the Regulation of 20 June 2000, our liability shall be limited to the intervention of the insurer and to the amount of insurance cover from which we benefit. Our liability shall be conditional on the intervention of the insurance.

This provision shall be regarded as essential in our professional relationship with our clients.

This shall be valid for our liability in the broad sense, whether contractual or extra-contractual, in the event of cumulative or concurrent liability, and even towards third parties.

The Order to which we belong has also taken out dishonesty insurance guaranteeing, under certain conditions, the reimbursement of funds embezzled by a lawyer as a result of dishonesty committed in the exercise of their profession.

The amount of this guarantee shall be capped at € 50,000 per claim and € 250,000 per dishonest lawyer.

17. Money laundering

Article 4 of the OBFG Rules of 14 November 2011 requires us to draw the attention of our clients to the obligations weighing on lawyers (Article 3, 5 ° of the Law of 11 January 1993) by in the fight against money laundering and the financing of terrorism.

The lawyer responsible in this matter shall, within the meaning of Article 18 of the Law of 11 January 1993, be Maître Ulrich Carnoy.

These obligations are essentially common to European countries, the Belgian Law of 11 January 1993 and its amendments transposing directives 2001/97 / EC, 2005/60 / and 2006/70 / EC.

In general, within the framework of the application of the Law, we must identify clients with precision and, in certain circumstances, report them to our President of the Bar, who must, if necessary, report them to the competent authorities (CTIF).

The money laundering provisions shall apply when we assist our clients in the preparation or performance of:

- the purchase or sale of real estate or commercial enterprises,
- the management of funds, securities or other assets belonging to the client,
- the opening or management of bank or savings accounts or portfolios,

- the organisation of the contributions necessary for the constitution, management or management of firms,
- the constitution, management or management of trusts, firms or similar structures,
- and when we act as our clients' agent in any financial or real estate transaction.

In this context, we must identify our clients and their agents and take copies of identity documents when it comes to establishing a business relationship which shall make the client a regular client.

The same shall apply when the client wishes to carry out:

- an operation of at least € 10,000 in one or more parts,
- an operation of less than € 10,000 for which there is suspicion of money laundering or terrorist financing,
- a transfer of funds.

Lawyers should likewise identify the client company and, if necessary, the actual economic beneficiary of the transaction when they have doubts as to the veracity or accuracy of the client's identification data.

We shall not be bound by these obligations when it comes to assessing the legal situation of the client or when we perform a task of defence or representation of the client within the context of legal proceedings, including advice on the prospects of such a proceeding and in particular how to initiate or avoid a proceeding.

The identification obligation shall also cover the directors of client companies and trusts and the powers to bind those companies or trusts, as well as the object and nature of the business relationship.

If we find that we cannot fulfil our duty of care in accordance with the foregoing, we can no longer enter into or maintain a business relationship or carry out a transaction for the client.

The copy of the documents establishing the identification must be kept for five years after the termination of the business relationship.

In addition to the identification obligation, the law requires lawyers to exercise constant vigilance with regard to the business relationship with the client.

The lawyer must pay close attention to the transactions carried out, in order to ensure that they are consistent with their knowledge of their

client, their business activities, their risk profile and, when necessary, the origin of the funds.

Article 8, § 3, of the Law requires our clients to provide us with useful information enabling us to fulfil our identification and vigilance obligations.

We ask our clients to inform us in advance and completely about:

- full identification data of the company and its managers,
- where applicable, the shareholders (with the level of participation) or the actual economic beneficiaries of the company or of its acts,
- the purposes and economic issues of the planned operations.

The identification formality is supplemented by a legal obligation of denunciation weighing on our profession.

Indeed when, in the exercise of the activities referred to above, we notice facts which give rise to suspicion or which are known to constitute money laundering or the financing of terrorism, we must immediately inform the President of the Bar.

This advises and if necessary informs the Financial Information Processing Unit (CTIF).

An exception shall be made to this obligation of denunciation when the information has been received from the client during the assessment of the legal situation of that client (legal notice) or in the exercise of the defence task in legal proceedings, including for advice on how to initiate or avoid proceedings.

Our duty of vigilance shall also apply in the event of suspicion that a fact or an operation is likely to be linked to money laundering resulting from serious tax fraud.

Our clients should know that in the event of a suspicious transaction report to the President of the Bar, we cannot inform the client of our approach.

Also, in this case, we reserve the right to implement the ethical exception clause with the effect that we shall withdraw from the task without giving the reason for such decision.

When we succeed in dissuading the client from carrying out a transaction liable to give rise to a declaration of suspicion, we shall not be required to make a declaration to the President.

The obligation to report shall no longer weigh on members of our staff (Law of 18 January 2010).

Nevertheless, in accordance with Article 17 of the Law, our staff members have been made aware of the obligations incumbent on lawyers.

18. Notice to our U.S. clients

Carnoy & Braeckeveldt is committed to conducting its business ethically and in compliance with all applicable laws and regulations, including the US Foreign Corrupt Practices Act (FCPA).

Carnoy & Braeckeveldt strictly prohibits bribery or other improper payments in any of its business operations. This prohibition applies to all business activities, anywhere in the world, whether they involve government officials or are wholly commercial.

19. Ethical exception clause

We shall refuse our intervention or our assistance, in advice, in representation, in action or in defence, in operations breaching the ethical principles of the business world or of life in society.

We reserve the right to terminate our intervention, at any time and without notice or compensation, when it appears that our opinions or our actions serve or must serve, even indirectly, an operation:

- breaching a law of public order,
- defrauding the Treasury (tax avoidance is not fraud),
- constituting an offence under Belgian or foreign law,
- malicious towards third parties.

The recommendation of 22 June 2004 of the Council of the Brussels Bar on the duty of loyalty of the lawyer, in particular prohibits the lawyer:

- from concluding or pleading against facts of which he is aware,
- from advising its client about illegal behaviour,
- from reporting on a document which has been received by mistake or illegally,
- from recording a telephone conversation,
- from attending a meeting with its client without having previously notified his presence,

- from supporting a thesis contrary to the content of a confidential document,
- from summoning a party to his office without his lawyer and having him sign an acknowledgment.

In our professional practice, we scrupulously respect these rules. We refuse any assignment from our clients which would lead us to disregard this principle.

20. Termination of relations

At any time, our clients may end their relations with us, without notice or compensation.

This rule stems from the liberal nature of the activity of a lawyer and from its *intuitu personae* or at least *intuitu firmae* nature and from the trust which must govern our relations with our clients.

In Belgium, lawyers enjoy the (relative) monopoly of pleading (Article 440 of the Judicial Code); in return for this monopoly, they cannot exercise their activities for the sole purpose of profit.

This is the origin of the liberal character of the legal profession.

The result in particular is that clients shall remain free to change lawyers at any time, without having to justify themselves or to observe prior notice or even to compensate the firm for the termination of the relationship.

21. Legal monitoring

We take responsibility for our own legal monitoring, which means that we follow all legislative, jurisprudential and doctrinal developments in the matters we practice.

Unless an express request is the subject of an estimate, we shall not spontaneously deliver the legal information specific to the activity of our clients in the real estate sector.

However, this service can be provided on request and for a previously agreed remuneration.

22. References

For reasons of discretion and in accordance with Article 5.5 of the Code of Ethics, the firm shall not provide a list of clients for professional reference.

It shall not report any disputes or transactions in which it has intervened, even with the agreement of its clients, unless unsolicited publicity has been given to the transaction, revealing our intervention.

For the same reasons, we reserve the right not to justify any refusal to intervene for reasons of incompatibility.

23. First consultation

To clients who so wish, we shall give an initial consultation at the fixed price of € 75 + VAT (see Point 4 above), which aims to:

- give an orientation opinion on the file,
- if possible, give an opinion on chance,
- outline a quote with the client.

At the end of this consultation, the client shall be free to consult further or not, or to consult a colleague.

24. Electronic communication

Unless the client specifically asks us and at the start of the relationship to communicate in" paper" writing , we prefer electronic communications (email, scanned document, cloud access, SMS).

Rapid warnings, appointments and urgent notices shall be sent by text message.

We ask our clients to provide us with a private and proprietary email address and telephone number for our confidential communications.

We ask our clients never to communicate with us through social networks.

25. Mandate

The lawyer appears as a proxy without having to justify any power of attorney (Article 440 of the Civil Code).

It is expressly agreed that the judicial mandate entrusted by the client to our firm shall relate not only to the direct object of the task, but also to all the necessary acts and those favourable to the client, even in the event of the client's silence or if it is impossible to contact them. However, this shall not constitute an obligation on our part.

This shall be the case when it is necessary to interrupt a period or to take an opportunity in terms of execution or precautionary measure.

The *ad litem* mandate shall also include the power to draw up and sign the declaration of value on the basis of which the role fees are collected at the expense of the client. This declaration shall relate to the issue of the dispute expressed in monetary terms and shall be explained by the fact that, since the Laws of 28 April and 11 June 2015, the roll fees are proportional to the size of the request. The roll fee is a ""tax" due on commencing a case in court.

Clients' attention is drawn to the fact that certain acts require deliberation by their board of directors (introduction of a proceeding before the Council of State, for example).

Our clients must ensure that this formality is met before requesting the actions concerned.

Our clients are warned that the ratification of an act such as legal action must take place within the appeal period because the retroactive nature of the ratification cannot harm the rights of third parties.

26. Recommendations to our clients

The successful performance of our tasks shall require the efficient, prompt and confident collaboration of our clients.

In addition, to benefit from the guarantees relating to the performance of our tasks, we ask our clients to provide us immediately and completely with the following elements:

- information on delays and time constraints which the client is experiencing,
- the documents in the case and the information relating to the case, even when these elements are considered irrelevant by the client,
- the objective and the goals which the client pursues,
- client identification data and signatories' powers,
- contacts which the client maintains directly with the opposing party,
- any other interested parties or identical conflicts or identical issues,
- the technical characteristics of the dispute or the issue which are not perceptible to a lawyer,
- the existence of legal protection insurance.

Likewise, the client undertakes to behave in a manner consistent with their objectives and transparent with regard to their lawyer.

27. Conflicting interests

The firm takes particular care to avoid simultaneously representing clients with conflicting interests.

Based on our administrative and accounting information, it is not possible to avoid all risk of a conflict of interest.

Also, our clients are invited to notify us, from the start of their relationship, of the parties with whom they are in conflict, related companies and more generally companies with which they are in a situation of competition.

This is intended to allow us to enter into a dialogue with our clients on the possibilities and risks of conflicts of interest with other clients of our firm.

28. Language

Proceedings in Belgium must be conducted in French, Dutch and, in the part of the country bordering on Germany, in German.

In Brussels, the language of proceedings is French or Dutch, at the choice of the applicant.

We ask our clients to tell us from the start of the relationship their preferred language for the proceedings and for the management of their case.

By default, the language shall be French.

29. Proof

The working relationship between the lawyer and their client shall be characterised by trust, proximity, speed and flexibility.

This is why it is expressly agreed that the relationships formed between the firm and their clients, and the content of these relationships, may be substantiated by all legal means.

Duplicate letters, faxes and e-mails as well as working papers may validly prove the respective commitments.

This provision is intended to allow us to deploy our services with confidence, in an environment marked by pragmatism and often subject to urgency.

The attention of our non-professional clients is drawn to the fact that this provision constitutes a derogation from Articles 1325 and 1341 of the Civil Code which establish the primacy of written proof.

This provision shall be applicable even if the emails are not provided with an electronic signature certificate.

30. Legal protection insurance

Article 1 of the FG OB Regulations of 27 November 2004 obliges lawyers to question the client on the possibility for the latter to benefit from the total or partial intervention of a third-party payment.

We therefore ask our clients to check whether the case they submit to us is not covered by insurance of the" legal protection" type .

We draw the attention of our clients to the existence of a memorandum of understanding of 20 January 2003 between the legal protection insurers affiliated to the UPEA and the OBFG.

The law requires the insurer to guarantee the insured the free choice of lawyer.

The principle of free choice shall also mean that as soon as the intervention of the lawyer is accepted, the insurer shall no longer be able to discharge them.

The insured shall have the right to change lawyers during the proceedings, free of charge, and except for unfairness.

The client must therefore immediately notify us that they are covered by legal protection insurance and under what conditions.

We must inform the insurer about our rates and the direction we intend to give to the dispute.

The insurer shall have the right to be informed of the progress of the dispute and of all our proceedings.

The costs recovered, including the procedural indemnity, shall revert to the insurer.

The protocol provides for the insurer to pay the lawyer's costs and fees without delay, except in the event of a dispute.

Our clients should know that these disputes are not uncommon. Insurers are reluctant to recognise lawyers at a usual hourly rate.

If the disagreement persists, the insurer and the lawyer shall submit the dispute to the Mixed Commission for Legal Protection (CMP).

In any case, the fact that we continue to represent the interests of the insured client, despite the insurer's refusal, can be considered as a cause for forfeiture or a waiver of the guarantee.

The CMP is made up of representatives of the Bar and legal protection insurers.

The presidency shall belong to the president of the French-speaking and German-speaking Bar Association, and their voice shall prevail.

You can contact the CMP at the address: 65 Avenue de la Toison d'Or, 1060 Brussels.

In the event of disagreement, the client undertakes personally to pay our fees and expenses and to settle the dispute directly with their insurer.

The procedure before the CMP is free. The opinions of the CMP are confidential and cannot be produced in court.

In view of:

- the frequent and regrettable unwillingness of legal protection insurers to remunerate lawyers properly,
- time constraints which are often imposed on cases,
- the insurer's intervention limit,

it is expressly agreed that the fees shall remain in all circumstances directly due from clients, even if they have taken out legal defence insurance.

31. Privacy

Lawyers are bound by professional secrecy. This obligation is scrupulously respected by our lawyers and our staff members. It is criminally sanctioned by Article 458 of the Penal Code.

Personal data relating to our clients and suppliers are protected by the Law of 8 December 1992. We already comply with the new General Data Protection Regulation adopted by the EU, which entered into force on 25 May 2018.

The firm, namely Srl Carnoy & Braeckeveldt, as data controller, processes data relating to its clients and suppliers fairly, lawfully and transparently.

It collects this data exclusively for the purposes of case management (the Judicial Code imposing the names and addresses of litigants on procedural documents) and for processing its accounts, within the

framework of Article 53 of the Royal Decree of 13 February 2001. Only the data strictly necessary for the performance of these tasks are requested.

Personal data are not kept beyond the time necessary for the purpose of the processing in question. The data shall also be provided to the site www.myprest.com in order to ensure the encoding of our services and the keeping of our accounts in full transparency and under the protection of a unique login and password specific to each client.

Any client may, by any means of their choice, request the deletion, rectification, limitation of processing or non-portability of data. All that is necessary is to contact our firm using the contact details on the website www.carnoyavocats.be.

Data relating to clients and suppliers shall in no way be lent, transferred or disclosed to third parties.

The firm only reserves the right to use the name and address of its clients to send them polite or informational direct mail (greetings, legal news, information on our firm and its activities).

In addition to the possibility of contacting us directly in order to rectify the situation, any violation of personal data by our firm may be the subject of a complaint to the Commission for the Protection of Privacy (35 Rue de la Presse, 1000 Brussels / T +32 (0) 2 274 48 00 / F +32 (0) 2 274 48 35 / commission@privacycommission.be).

32. Use of cookies

When you visit the site, a cookie may be automatically installed in your browser software. A cookie is a file saved on the user's hard drive during visits. The information collected is anonymous and does not allow the user to be identified but is used to record information relating to the user's browsing on the website.

The user can delete these files at any time. They also have the right to refuse the placement of cookies by adapting the settings of their browser. Either way, this can make it less convenient to navigate.

33. Documents submitted and archiving

Article 2276 *bis* of the Civil Code requires lawyers to keep the documents in the file for five years. After that period, we shall no longer be responsible for the conservation of documents.

Usually, our records are archived when the task is completed and our records are destroyed five years later.

If our task consists especially and mainly of a deposit of documents by express and written request, our responsibility shall be extinguished after ten years.

The documents given to us, even the original documents, shall only be returned on express request. Otherwise, they shall be archived with the other elements of the file.

The same shall apply to any document intended for the client or for the management of their file and which is given to us for inclusion in the file.

As a result, if the client wants to recover the documents from their file, they must notify their lawyer, preferably when the file is closed and without waiting more than five years.

34. Copyright and confidentiality

The firm considers that the texts which are given to it for information, or to be validated or adapted, are confidential and cannot in any way be distributed without the consent of the author.

The documents which we provide to our clients are, as a rule, similarly confidential since they form part of a relationship governed by professional secrecy.

However, it is up to the client to assess the use they give to the documents drawn up for their attention and use.

The original documents emanating from our activity and delivered to our client shall be subject to copyright on our part, so that, unless otherwise agreed, the client only has a personal, non-transferable right of use, which is non-exclusive and limited to their own activity.

On the other hand, the documents which are given to us by our clients or at the request of our clients shall be considered as free of rights unless the contrary appears by their nature or if the client has it otherwise.

35. Alternative dispute resolution methods

The primary task of lawyers is to reconcile, not to plead.

In its professional practice, our firm favours amicable dispute resolution methods and seeks balanced and rewarding transactions for each party.

Emphasis is placed on the search for value in the continuity of the relationship, through preventive and proactive advice.

It is in our clients' interest quickly and conveniently to terminate a dispute, while reducing the cost of handling the dispute.

We ask our clients to understand that our first approach shall be that of negotiation when it is not clearly excluded by the elements of the file.

We look for points of convergence which allow us to create a dynamic of amicable resolution, while making the necessary concessions positive.

The recommendation of 8 November 2005 of the Council of the Bar Association of the Brussels Bar obliges lawyers to assist loyally in the search for a consultation solution.

The OBFG recommendation of 9 May 2005 invites us, prior to any legal action being taken or during it, to examine with our clients the possibility of resolving the dispute through recourse to mediation, and to provide them, on this occasion, with all the information which will enable the client fully to assess the value of this process.

Finally, Article 205 of the Law of 18 June 2018 provides that lawyers "*shall inform the litigant of the possibility of mediation, conciliation and any other mode of amicable resolution of disputes. If they consider that an amicable resolution of the dispute is possible, they shall seek to promote it as much as possible.*"

We therefore give notice to our clients that the Law of 21 February 2005 provides for an alternative dispute resolution procedure through mediation (Article 1724 to 1737 of the Judicial Code).

At any time, in or before the proceedings, you can request mediation.

This request shall have a limited suspensive effect on the current deadlines.

Recourse to mediation may also be provided for in contracts as a prerequisite to any dispute.

The mediator shall be a professional who has undergone training for that purpose.

All exchanges shall be confidential, and each party may, at any time, interrupt the mediation process.

Arbitration shall also be a convenient and rapid way to resolve a dispute, especially when there are foreign elements.

We also practice arbitration, as a lawyer or as an arbitrator.

We encourage alternative methods of conflict resolution.

36. Collaborative law

Collaborative law is a voluntary and confidential process for the settlement of disputes through negotiation. It is regulated by Articles 218 and following of the Law of 18 June 2018.

The parties and their lawyers shall be present throughout the negotiation meetings.

The collaborative lawyer shall receive from their client an exclusive and limited mandate, being to assist and advise them, with the sole aim of reaching an agreement.

An agreement to participate in the collaborative law process shall be signed by the parties and their counsel.

If the process fails, the collaborative lawyers shall no longer continue their intervention. They therefore cannot plead the case in court after the negotiation has failed.

The collaborative law process shall be a team effort between the parties and the lawyers who are trained in this technique and who have signed the Collaborative Law Charter.

This negotiation process was created by lawyers, for lawyers. It responds to the ambition of making the client an actor in the solution rather than a subject of the proceeding.

It is a technique of conflict resolution through dialogue. Collaborative law is distinguished from mediation by the absence of a neutral third party and by the presence of the lawyer alongside their client throughout the process and at all negotiation meetings.

Collaborative law was developed in the United States by lawyer Stuart Webb. Collaborative law was introduced in Belgium in 2006, via the Family Law Commission of the Brussels Bar.

In 2007, the French Order of Lawyers at the Brussels Bar adhered to the principles of collaborative law.

In 2008, the first lawyers were trained, and in 2009, the Order of French-speaking and German-speaking Bars (OBFG) integrated the principles of collaborative law into the ethics of lawyers.

Our lawyers adhere to the principles of collaborative law and practice reasoned negotiation.

37. Funds entrusted

The Regulations of 8 September 2003 and 13 February 2006 of the OBFG regulate the handling and supervision of third-party funds.

Each lawyer or law firm must have a special account on which transactions relating to third party funds must be carried out.

This account is called a CARPA account (Caisse Autonome des Règlements Pécuniaires des Avocats) (Autonomous Fund for Pecuniary Settlements for Lawyers).

Lawyers are prohibited from mixing their own funds with those of clients or third parties. However, it is agreed that they are authorised to deduct the amount of their fees from the sums held for the client (Article 4.57 of the Code of Ethics).

The account must meet the following characteristics:

- it is opened with a bank which has concluded an agreement with the OBFG,
- it must be declared to the authorities of the Order,
- it can never be in debit,
- no credit can be granted on this account,
- no compensation, merger, or single account stipulation between the CARPA account and other bank accounts may exist, and *netting* agreements are set aside,
- transfer orders from this account must be immediately executed by the titular lawyer.

Our clients have guarantees as to the security of the funds entrusted to us.

Indeed, the President of the Bar may receive a copy of the transactions which this account records. A control unit has been set up within the OBFG to carry out controls on this account (OBFG Regulation of 17 November 2008).

The President of the Bar may take all necessary protective measures, such as denying a lawyer access to their CARPA account or appointing an agent responsible for carrying out the transactions.

These obligations also fall under Articles 446 *quater* , 446 *quinquies* , 522/1 and 522/2 of the Judicial Code.

We draw the attention of our clients to the fact that the CARPA account cannot yield any interest either for the benefit of the clients or for the benefit of our firm which holds the account.

The agreements with the banks provide that the interest can be used to finance the legal tasks of the authorities of the Order.

This is why we warn our clients that, if we have to hold funds for their account for a certain period of time, it is advisable to make a deposit in a special account remunerated in the future (Article 6 of the Regulations).

Consultation will then be required to determine the most suitable conditions for carrying out the operation.

In general, we invite our clients to give us instructions promptly on the fate of the funds received for them so that we remain as depositaries of our clients' funds for the shortest possible time.

The firm shall be fully responsible for the funds paid into its CARPA account.

Nevertheless, if a client or a third-party deposits funds into an account which is outside the firm, the firm shall not bear the responsibility of the custodian and shall not guarantee reimbursement by the account holder.

The firm's CARPA account is lodged with the KBC Brussels bank under the number BE45 7360 3164 3989 (525 Avenue Louise,1050 Brussels).

Article 8/1 of the Mortgage Law of 16 December 1851 provides that claims on sums placed for the benefit of our clients on the CARPA account shall be isolated from the assets of the lawyer holding the account.

These claims shall not come under the competition between the creditors of the account holder and all transactions relating to these claims can be opposed as a mass so long as they have a link with the allocation of those sums. Those sums shall also be excluded from the liquidation of the matrimonial regime and the lawyer's succession.

From an accounting standpoint, the firm has chosen to present the CARPA account in the balance sheet as assets and liabilities and not as an order account, for the sake of transparency and by reference to notarial accounting (Royal Decree of 9 March 2003) and according to CNC Opinion 2011/16 of 6 July 2011 on the accounting treatment of third-party accounts.

In addition, the CARPA account collecting the sums held on behalf of clients shall be provided for in the accounting plan in class 5, and the corresponding debts to clients in class 4 (accounts 4401 and 4402). These

accounts appear in the appendix to the annual accounts among off-balance sheet rights and commitments (class 074 accounts).

Bank amounts to the credit of the CARPA account in our name and on behalf of our clients are pledged in favour of our clients as a guarantee of our obligation to return to our clients.

38. Law applicable to our relations

Even if our intervention goes beyond Belgian borders, our relations with our clients shall remain governed by Belgian federal and regional law, international conventions, community law standards of direct application in Belgium and our ethical rules.

The same shall apply in the event of co-intervention or collaboration with foreign lawyers, and even if it is a question of involving us as a guarantee in a claim governed by another law.

39. Litigation

In the event of a dispute between the firm and its professional clients, whatever the cause of the dispute, only the court of the French-speaking company in Brussels shall be competent (amendment of 12 January 2021).

In the event of a dispute between the firm and its private clients, whatever the cause of the dispute, only the French-speaking court of first instance of Brussels shall be competent.

We agree, in the event of a conflict with a foreign client who does not master the procedure in Belgium, to proceed by arbitration, in French.

40. Time limitation

Any claim against the firm, deriving from our contractual relations, shall be time-limited five years after the completion of the task.

By completion of the task, we mean the first of these events:

- the last invoice for fees,
- the letter terminating the task,
- the clint's request to interrupt the assignment,
- the moment at which it is reasonable to consider that the main and necessary steps in the case have ended.

If ancillary and limited acts are carried out subsequently, they shall not have the consequence of postponing the time of completion of our task.

If the claim is based on an offence, without prejudice to the rules governing the accumulation of responsibilities, the limitation period for the claim shall also be five years.

However, this period shall run from the day following the day on which the injured party became aware of the loss or damage or its aggravation and from the identity of the lawyer responsible.

However, this period cannot expire before the public action if it is implemented by a complaint or by the Public Prosecutor's Office.

Regarding the time-limitation of our fees, the action for payment shall be time-limited within the same period of five years.

By way of derogation from Article 2276 *bis* § 2 of the Civil Code, this period shall commence on the day after the first reminder of payment if this moment is after the completion of our task in the sense defined above.

41. Legal aid

Article 1 of the FG OB Regulations of 27 November 2004 obliges lawyers to question the client on the possibility for the latter to benefit from the total or partial intervention of a third-party payment.

We do not practice legal aid.

The Regulations of 15 October 2001 and 26 June 2003 of the OBFG oblige us to inform our clients of the possibility of obtaining legal aid when they meet the conditions for this.

There is a front-line legal aid office within the Brussels Bar. One of the tasks of the office is to organise on-call services.

The BAJ (Legal Aid Office) is located at 19 Rue des Quatre-bras, 1000 Brussels, next to the Palais de justice (Tel: 02 508 66 57, Fax: 02 514 16 53, Email: info@bajbxl.be .

The BAJ is on duty Monday to Friday from 09.00 to 11.00 and Monday, Tuesday and Thursday from 14.00 to 16.00.

The lawyers of the firm are not registered on the list of lawyers who, on a principal or ancillary basis, provide second-line legal aid services organised by the office.

Second-line legal aid can be partially or entirely free for people with insufficient resources or for people assimilated to it.

The list of lawyers practicing under second-line legal aid can be requested from the secretariat of the French Bar Association of Brussels (Tel: 02 508 66 59).

42. Professional secrecy

Professional secrecy finds its basis in Articles 6 and 8 of the European Convention on Human Rights and in Article 458 of the Criminal Code.

It is a general principle of law which constitutes a fundamental element of the rights of the defence, not only when the lawyer represents or assists the client in court but also when delivering a legal assessment.

We respect not only professional secrecy but also our duty of discretion and confidentiality of the matters for which we are responsible.

Our lawyers do not associate themselves in any way with the possible criminal activities of our clients, but in principle we do not make exceptions to our obligation to respect professional secrecy, because any derogation constitutes an infringement of the rights of the defence of the person.

However the secrecy can be removed only when an imperative necessity imposes it or when a higher value comes into conflict with it.

This shall only be the case if we are forced to reveal information covered by professional secrecy when it reveals an imminent, serious and certain danger, which we cannot remedy ourselves.

This position, which falls within the contractual field of services to our clients, was validated by the statement of the OBFG at the Charleroi Congress of 18 May 2017.

Professional secrecy is of public order because it is criminally sanctioned. The client shall not therefore be the master of the professional secrecy of their lawyer.

The client cannot oblige us to lift professional secrecy if we consider that this is to their prejudice or contrary to our legal obligations.

We are authorised to:

- collaborate with third-party service providers for the needs of our tasks and with salaried staff responsible for binding them contractually to professional secrecy,
- not disclose to the client a confidential communication made to us in the management of a file,

- sell part of the capital of our firm (excluding a controlling stake) to non-lawyer third parties,
- join a multidisciplinary group with non-lawyer professionals,
- make a declaration of garnishee in the event of garnishment or constraint of the same nature applied to our clients,
- inform the President of the Bar, in accordance with Article 26, § 3, of the Law of 11 January 1993, if we notice or suspect facts likely to be linked to money laundering or the financing of terrorism,
- keep the legal protection insurer informed of the evolution of the dispute and the steps that we felt we should take,
- communicate with company lawyers who have the same duty.